

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

RECEIVED
City Clerk
Time Stamp
2009 JUN -2 P 2:51

TOTAL BASE BID 6,692,985.

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Tuesday, June 02, 2009

Project Manager: Edward Lao – 501-0139

TAXIWAY W EXTENSION – PHASE I

BIDDER NAME: Proven Management Inc.

✓ Bond _____ Cashier's Check _____

2 Addendums Included () ✓

YES _____ NO _____

✓ NonCollusion Affidavit

YES _____ NO _____

PROPOSAL TO CITY OF SAN JOSE

FOR

**Norman Y. Mineta San Jose International Airport
Taxiway W Extension – Phase I**

Name of Bidder: **Proven Management, Inc.**

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on April 27, 2009, entitled Norman Y. Mineta San Jose International Airport Taxiway W Extension – Phase 1 and the Specifications approved by the Director of Public Works on April 27, 2009, entitled Norman Y. Mineta San Jose International Airport Taxiway W Extension – Phase 1 on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the signed contract submitted by the bidder with this proposal, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.
4. A signed contract.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Contract, the Bidder's Bond or any Addenda, no other signatures will be required.

TAXIWAY W EXTENSION – PHASE 1

BIDDERS NAME Proven Management, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
1	SP-9-04	Record Documents (Allowance)	L.S.	1	\$ 25,000	\$ 25,000
2	SP-14.1	Minor Design Revisions for Utility Conflicts (Revocable)	L.S.	1	\$ 40,000	\$ 40,000
3	SP-20-5.1	Storm Water Pollution Prevention Plan	L.S.	1	\$ 10,000	\$ 10,000
4	SP-21-04	Potholing and Locating Existing Utilities	Each	20	\$ 200	\$ 4,000
5	P-100-2.1	Contractor Quality Control Testing	L.S.	1	\$ 150,000	\$ 150,000
6	P-101-5.1	Mobilization/Demobilization (10% Max)	L.S.	1	\$ 630,000	\$ 630,000
7	P-101-5.2	Contractor Supplied Engineer's Equipment (Revocable)	L.S.	1	\$ 20,000	\$ 20,000
8	P-102-3.1	Airport Safety and Security	L.S.	1	\$ 80,000	\$ 80,000
9	P-104-5.1	Asphalt Concrete Pavement Removal	C.Y.	2950	\$ 20	\$ 59,000
10	P-104-5.2	Portland Cement Concrete Pavement Removal	C.Y.	500	\$ 65	\$ 32,500
11	P-104-5.3	Remove 12 inch RCP Storm Drain Pipe	L.F.	175	\$ 50	\$ 8750

TAXIWAY W EXTENSION – PHASE 1

BIDDERS NAME Proven Management, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
12	P-104-5.4	Remove 18 inch RCP Storm Drain Pipe	L.F.	452	\$ 50	\$ 22,600
13	P-104-5.5	Remove 27 inch RCP Storm Drain Pipe	L.F.	45	\$ 60	\$ 2,700
14	P-104-5.6	Remove Storm Drain Catch Basin	Each	4	\$ 800	\$ 3,200
15	P-104-5.7	Saw Cut Pavement	L.F.	1550	\$ 4	\$ 6,200
16	P-151-4.1	Clearing and Grubbing	Acre	13.20	\$ 18,000	\$ 237,600
17	P-152-4.1	Unclassified Excavation/Embankment	C.Y.	38000	\$ 5	\$ 190,000
18	P-152-4.2	Unsuitable Excavation (Revocable)	C.Y.	1000	\$ 6	\$ 6,000
19	P-152-4.3	Stabilizing Fill (Revocable)	C.Y.	1000	\$ 15	\$ 15,000
20	P-152-4.4	Geotextile Fabric	S.Y.	1200	\$ 2	\$ 2,400
21	P-154-5.1	Subbase Course	C.Y.	2200	\$ 50	\$ 110,000
22	P-155-8.1	Lime Treat Subgrade – 12 inches thick	S.Y.	15000	\$ 4	\$ 60,000
23	P-155-8.2	Lime Treat Subgrade – 18 inches thick	S.Y.	27100	\$ 5	\$ 135,500
24	P-155-8.3	Lime	Ton	1850	\$ 150.00 1.00	\$ 277,500.00 185,000

TAXIWAY W EXTENSION – PHASE 1

BIDDERS NAME Proven Management, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
25	P-157-5.1	Vertical Moisture Barrier	L.F.	3500	\$ 35	\$ 122,500
26	P-202-4.1	Crushed Aggregate Base(Cal Trans CL2)	C.Y.	1750	\$ 38	\$ 66,500
27	P-209-5.1	P- 209 Crushed Aggregate Base	C.Y.	7650	\$ 45	\$ 344,250
28	P-401-8.1	Bituminous Concrete Pavement (FAA) (Surface)	Ton	1850	\$ 100	\$ 185,000
29	P-403-8.1	Bituminous Concrete Pavement (Base)	Ton	5500	\$ 100	\$ 550,000
30	P-404-6.1	Bituminous Pavement (Non FAA)	Ton	2200	\$ 100	\$ 220,000
31	P-501-8.1	Portland Cement Concrete Pavement – 17 inches	S.Y.	22200	\$ 86	\$ 1,909,200
32	P-501-8.2	Portland Cement Concrete Pavement – 20 inches	S.Y.	1000	\$ 90	\$ 90,000
33	P-501-8.3	Pavement Grooving	S.Y.	1600	\$ 10	\$ 16,000
34	P-620-5.1	Permanent Pavement Markings	S.F.	76600	\$ 1	\$ 76,600
35	D-701-6.1	18 Inch RCPRG, CIV	L.F.	170	\$ 120	\$ 20400
36	D-701-6.2	30 Inch RCPRG, CIV	L.F.	1305	\$ 180	\$ 234,900

TAXIWAY W EXTENSION – PHASE 1

BIDDERS NAME Proven Management, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
37	D-751-5.1	Catch Basin – No 1	Each	1	\$ 15,000	\$ 15,000
38	D-751-5.2	Catch Basin – No 2	Each	1	\$ 14,000	\$ 14,000
39	D-751-5.3	Catch Basin – No 3	Each	1	\$ 14,000	\$ 14,000
40	D-751-5.4	Catch Basin – No 4	Each	1	\$ 14,000	\$ 14,000
41	D-751-5.5	Catch Basin – No 7	Each	1	\$ 14,000	\$ 14,000
42	D-751-5.6	Manhole – No 1	Each	1	\$ 15,000	\$ 15,000
43	D-751-5.7	Raise Manhole – No 3 to Grade	Each	1	\$ 1,000	\$ 1,000
44	T-901-5.1	Hydroseeding	L.S.	1	\$ 20,000	\$ 20,000
45	L-100-5.1	Electrical Demolition, salvage, and Reinstallation	L.S.	1	\$ 10,000	\$ 10,000
46	L-100-5.2	ALCMS and Lighting Vault Modification	L.S.	1	\$ 10,000	\$ 10,000
47	L-100a-1.10	Photometric Testing	L.S.	1	\$ 10,000	\$ 10,000
48	L-105-5.1	New L-824, Type C, 1/C #6 AWG, 5kv Cable (Temporary), (Revocable)	LF	1000	\$ 6	\$ 6,000

TAXIWAY W EXTENSION – PHASE 1

BIDDERS NAME Proven Management, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
49	L-105-5.2	Used L-824, Type C, 1/C #6 AWG, 5kv cable(Temporary), (Revocable)	L.F.	1000	\$ 4	\$ 4,000
50	L-105-5.3	Single-way 2" Conduit, (Temporary), (Revocable)	L.F.	1000	\$ 11,	\$ 11,000
51	L-108-6.1	L-824, Type C, 1/C #6, 5kv Cable	L.F.	21700	\$ 6	\$ 130,200
52	L-108-6.2	Bare, 1/C #6, Counterpoise Cable	L.F.	10500	\$ 6	\$ 63,000
53	L-110-5.1	Single-Way 2" Conduit, Direct Buried	L.F.	6000	\$ 6	\$ 36,000
54	L-110-5.2	Single-Way 2" Conduit, Concrete Encased	L.F.	1000	\$ 11	\$ 11,000
55	L-110-5.3	Multi-way 2-2" Conduit, Concrete Encased	L.F.	750	\$ 17	\$ 12,750
56	L-110-5.4	Multi-way 4-2" Conduit, Concrete Encased	L.F.	1200	\$ 23	\$ 27,600
57	L-110-5.5	Single-way 4" Conduit . Direct Buried	L.F.	2300	\$ 90	\$ 207,000
58	L-115-5.1	Handhole, Type I, Furnished and Installed	EA	11	\$ 575	\$ 6,325
59	L-115-5.2	Handhole Extension, Type I, furnished and Installed	EA	10	\$ 230	\$ 2300
60	L-804-4.1	L-804, Elevated Runway Guard Light with New L-867 Base Can w/ new Isolation Transformer	EA	2	\$ 575	\$ 1150

TAXIWAY W EXTENSION – PHASE 1

BIDDERS NAME Proven Management, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
61	L-852-4.1	L-852G, In-Pavement Runway Guard Light with New Isolation Transformer & Controller on L-868 Base Can	EA	12	\$ 575	\$ 6,900
62	L-852-4.2	Spare L-852G, In-Pavement Runway Guard Light with New Isolation Transformer & Controller on L-868 Base Can	EA	2	\$ 1000	\$ 2000
63	L-853-4.1	L-853, New Elevated Retroreflective Taxiway Marker	EA	4	\$ 115	\$ 460
64	L-858-5.1	Purchase New Size 3, 4-foot Guidance sign with New Isolation Transformer	EA	4	\$ 2,300	\$ 9,200
65	L-858-5.2	Purchase new Size 3, 6-foot Guidance sign with New Isolation Transformer	EA	3	\$ 3,500	\$ 10,500
66	L-858-5.3	Purchase New Size 3, 6-foot Guidance sign (#SVE1-1 and #SWW3-2) (Double Face) with New Isolation Transformer	EA	3	\$ 10 3,500	\$ 10,500
67	L-858-5.4	Purchase New Size 3, 8-foot Guidance sign with New Isolation Transformer	EA	6	\$ 4,600	\$ 27,600
68	L-858-5.5	Purchase New Size 3, 8-foot Guidance sign (#SWE1-1)(Double Face) with New Isolation Transformer	EA	1	\$ 6,000	\$ 6000
69	L-858-5.6	Purchase New Size 3, 10-foot Guidance sign (#SWE3-1) (Double Face) with New Isolation Transformer	EA	1	\$ 7 000	\$ 7000
70	L-858-5.7	Installation of Size 3, 4-foot Guidance sign including New Concrete Base	EA	2	\$ 2000	\$ 4000
71	L-858-5.8	Installation of Size 3, 6-foot Guidance sign including New Concrete Base	EA	3	\$ 1000	\$ 3000
72	L-858-5.9	Installation of Size 3, 8-foot Guidance sign including New Concrete Base	EA	8	\$ 6000	\$ 48,000

TAXIWAY W EXTENSION – PHASE 1

BIDDERS NAME Proven Management, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
73	L-858-5.10	Installation of Size 3, 4-foot Guidance sign (#SWE2-4 and #SWE3-2) on Existing Concrete Base	EA	2	\$ 600	\$ 1200
74	L-858-5.11	Installation of Size 3, 10-foot Guidance sign (#SWE3-1) on Existing Concrete Base	EA	1	\$ 1400	\$ 1400
75	L-858-5.12	Installation of Size 3, 6-foot Guidance sign (#SWW2-4) with New Panels on New Concrete Base	EA	1	\$ 800	\$ 800
76	L-861T-4.1	New L-861T LED Taxiway Edge Light with New Base with New Isolation Transformer	EA	60	\$ 200	\$ 12,000
77	L-861T-4.2	New L-861E Runway End Light with New Base with New Isolation Transformer	EA	8	\$ 350 575 92	\$ 2,800 4,600 92
78	L-861T-4.3	Spare L-861T LED Taxiway Edge Light with New Isolation Transformer	EA	6	\$ 600 350 82	\$ 3,600 2100 82
79	L-867/868-7.1	New Size "B" L-867 Base Can for Any New Elevated Fixture	EA	11	\$ 600	\$ 6600
80	L-867/868-7.2	New Size "B" L-868 Base Can for Any New Elevated Fixture	EA	5	\$ 600	\$ 3000

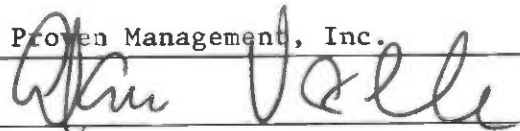
TAXIWAY W EXTENSION – PHASE 1

BIDDERS NAME Proven Management, Inc.

SCHEDULE OF QUANTITIES

TOTAL: 6,692,985

BIDDERS (COMPANY) NAME Proven Management, Inc.

AUTHORIZED SIGNATURE 

Alan Varela, President

DATE: May 28, 2009

NONCOLLUSION AFFIDAVIT

Project Title: Taxiway W Extension, Phase I, Norman Y. Mineta San Jose International Airport
Alan Varela, being first duly sworn, deposes and says that he/she is
(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 5/28/09

Proven Management, Inc.
Legal Company Name
a California Corporation
Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 193729407
Expiration Date: will renew upon award of contract
State Contractor Lic. No.: 749370
Classification: A, B, HAZ
Expiration Date: 5/31/2010
Federal I. D. No.: 94-3235783
Address: 712 Sansome Street
San Francisco, CA 94111-1704

By: Alan Varela
Title: President

Telephone: 415-421-9500

NOTARY CALIFORNIA, SAN FRANCISCO COUNTY

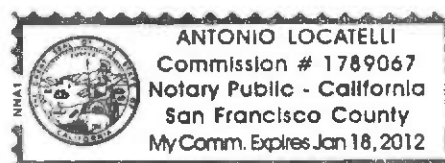
On MAY 28, 2009 before me, ANTONIO LOCATELLI, personally appeared
(name and title of officer)
ALAN FRANCISCO VARELA who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Antonio Locatelli
Notary Public

(Seal)



Norman Y. Mineta San Jose International Airport

AGREEMENT TO BE BOUND

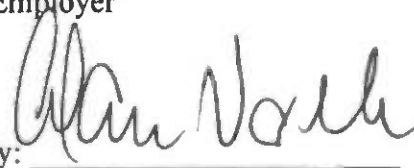
The undersigned, as a Contractor or Subcontractor ("Employer") on the Norman Y. Mineta San José International Airport, Taxiway W Extension – Phase 1, City of San José, California (hereinafter "Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement for the City of San José, San José, California (hereinafter "Agreement"), a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said agreement.
2. Certifies that it has no commitments or agreements, which would preclude its full and complete compliance with the terms and conditions of said agreement.
3. Agrees to secure from any Contractor (as defined in said Agreement), which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Agreement to be Bound in form identical to this document.
4. Employer agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the employees including, but not limited to, Health and Welfare, Pension, Training, Vacation and/or direct benefits provided pursuant to the appropriate craft agreement contained in Schedule "A" of the Project Labor Agreement.

Dated: _____

5/28/09

(Print name of Company)
"Employer"

By: 

(Title) Alan Varela, President

Proven Management, Inc.
(Name of Prime Contractor or
Higher Level Subcontractor)

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

<u>PROJECT NAME</u>	<u>AGENCY/ENTITY</u>	<u>CONTRACT AMOUNT</u>
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Reconstruction of Aprons Oakland International Airport	Port of Oakland	\$12,869,152
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South Field Runway San Francisco International Airport	City & County of SF Airport Commission	\$7,372,666
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(please see attached descriptions)

Project: **RECONSTRUCTION OF APRONS IN THE VICINITY OF
HANGARS 1 THROUGH 5, NORTH FIELD**

Oakland International Airport

Oakland, California

AIP 3-06-0170-32, AIP 3-06-0170-36 & AIP 3-06-0170-37

Original Contract: \$12,735,363

Final Contract: \$12,869,152

Start Date: September 2005

Completion: November 2006

Owner: Port of Oakland
The Board of Port Commissioners
530 Water Street, Room 748
Oakland, CA 94607
Eleazar Academia
510-466-7867
eacademia@portoakland.com

The work of this 400 calendar day project consists of reconstructing portions of aprons including but not limited to removing existing pavement, removing existing utilities, preparing subgrade, replacing storm drain lines, installing water lines, reconstructing pavement, installing utility conduits, installing new asphalt concrete pavement, installing new Portland cement concrete pavement, installing pavement striping and markings, and performing all associated work.

Project: **SOUTH FIELD RUNWAY SAFETY AREA CONSTRUCTION**
PHASE B

San Francisco International Airport

San Francisco, California

AIP Contract No. 3-06-0221-36 & 38 / Airport Contract No. 3590B

Start Date: February 2007

Final Completion: September 2007

Original Contract: \$6,935,348

Final Contract: \$7,372,666

Owner: City & County of San Francisco
Airport Commission
Facilities Operations & Maintenance
676 N. McDonnell Road
San Francisco International Airport
San Francisco, CA 94128
Seng Nguy
650-821-7737

Work of contract comprises of lengthening the runway safety area at the end of Runway 1L, construction and installation of drainage pump station, diversion structures, pavement, culvert, drainage improvement, security fence, electrical load center/motor control center, power, lighting, forced mains with casings at San Francisco International Airport. Also included was existing underground utilities locating, excavation and grinding, earthwork, placement of reinforced concrete, crush aggregate base and bituminous surface course, drainage pump station, and electrical motor control center.

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Proven Management, Inc. as PRINCIPAL, and Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Amount Bid DOLLARS (\$ 10%).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113 on 6/2/09 for Norman Y. Mineta San Jose International Airport Taxiway W Extension - Phase 1.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
day of 5/28/09 2009.

PRINCIPAL

SURETY

Proven Management, Inc.
Legal Company Name

Hartford Fire Insurance Company
Legal Company Name

Corporation
Indicate Type of Entity

By Alan Varela
Title: Alan Varela
President

By Stacy M. Davis
Title: Stacy M. Davis
Attorney-in-fact

By _____
Title: _____

By _____
Title: _____

State of California
County of San Francisco

JURAT

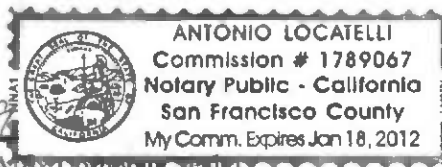
Subscribed and sworn to (or affirmed) before me on

this 28th day of MAY 2009

by ALAN FLORENCIO VARELA (Affix Corporate Seal)

proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

Notary Signature Antonio Locatelli



(Attach Acknowledgments of both Principal and Surety signatures)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: 57 556106

KNOW ALL PERSONS BY THESE PRESENTS THAT:

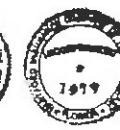
- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED**

K. DIXON WRIGHT, STEVE DEDRICKSON, STACY M. DAVIS OF NOVATO, CALIFORNIA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenhoitz

Paul A. Bergenhoitz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

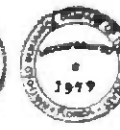
Scott E. Pascka

Scott E. Pascka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **5/28/09**

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sonoma

On 5/28/09

Date

before me,

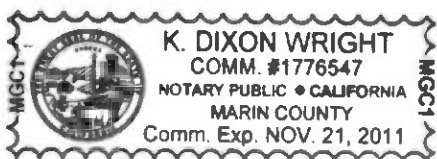
K. Dixon Wright, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Stacy M. Davis

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stacy M. Davis

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: _____

Hartford Fire Insurance Company

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: _____



Inquiries Regarding Claims

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southeast

Please address inquiries regarding Claims for all surety and fidelity products issued by
The Hartford's underwriting companies to the following:

Phone Number : 888-266-3488
Fax - Claims : 860-757-5835 or 860-547-8265
E-mail : claims@1stepsurety.com

Mailing Address : The Hartford
The Hartford Fidelity & Bonding (BOND)
Hartford Plaza
690 Asylum Avenue
Hartford, CT 06115

LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	NUMBER OF EMPLOYEES	PORTION (DESCRIPTION) OF WORK
			XXXXXX XXXXXX XXXXXX
Griffin Soil Pleasanton, CA	Pleasanton, CA	35	Lime Treatment
Chrisp	Freemont, CA	180	Paving Markings
Signet Signet Testing	Hayward, CA	171	Quality Control Testing
St. Francis Electric	San Leandro, CA	120	Electrical
R & W Concrete	Burlingame, CA	48	PCC Paving
El Camino Paving	S. San Francisco, CA	40	A/C Paving

LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	NUMBER OF EMPLOYEES	PORTION (DESCRIPTION) OF WORK




Department of Public Works
AIRPORT CONSTRUCTION DIVISION

May 15, 2009

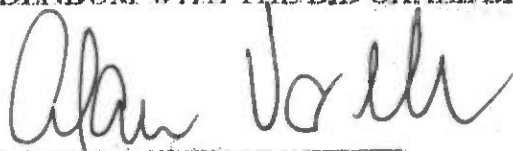
**ADDENDUM NO. 1
TO THE
PLANS AND SPECIFICATIONS
FOR THE
NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT
TAXIWAY W EXTENSION PHASE 1 PROJECT**

Notice is hereby given that the revisions, additions, and/or deletions attached are hereby made a part of and incorporated into the plans and specifications for the Norman Y. Mineta San Jose International Airport - Taxiway W Extension Phase 1 Project.

Approved by:


Harry Freitas
Deputy Director
Department of Public Works

ADDENDUM MUST BE SIGNED AND MUST BE RETURNED WITH THE BID PROPOSAL TO ACKNOWLEDGE RECEIPT. FAILURE TO SIGN AND RETURN THE ADDENDUM WITH THE BID SHALL BE CAUSE FOR REJECTION OF THE BID



Signature Alan Varela
President

5/28/09

Date

ADDENDUM #1 CONTAINS A TOTAL OF 2 PAGES (INCLUDING COVER SHEET)



Department of Public Works
AIRPORT CONSTRUCTION DIVISION

May 21, 2009

**ADDENDUM NO. 2
TO THE
PLANS AND SPECIFICATIONS
FOR THE
NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT
TAXIWAY W EXTENSION PHASE 1 PROJECT**

Notice is hereby given that the revisions, additions, and/or deletions attached are hereby made a part of and incorporated into the plans and specifications for the Norman Y. Mineta San Jose International Airport – Taxiway W Extension Phase 1 Project.

Approved by:

Harry Freitas
Deputy Director
Department of Public Works

ADDENDUM MUST BE SIGNED AND MUST BE RETURNED WITH THE BID PROPOSAL TO ACKNOWLEDGE RECEIPT. FAILURE TO SIGN AND RETURN THE ADDENDUM WITH THE BID SHALL BE CAUSE FOR REJECTION OF THE BID

Signature Alan Varela
President

5/28/09

Date

ADDENDUM #2 CONTAINS A TOTAL OF 5 PAGES (INCLUDING COVER SHEET).

BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE

The bidder (proposer) shall complete the following statement by checking the appropriate space.

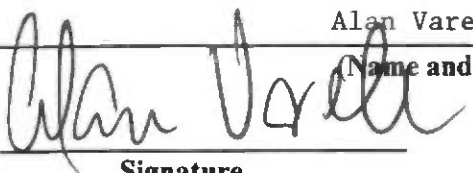
The bidder (proposer) has X has not _____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The bidder (proposer) has X has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the bidder (proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard Form 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
1800 G Street
Washington, DC 20506

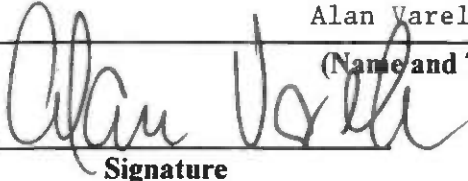
 Signature	<u>Alan Varela, President</u> (Name and Title of Signer) <u>5/28/09</u> Date
---	---

Company Name	<u>Proven Management, Inc.</u>
Business Address	<u>712 Sansome Street, San Francisco, CA 94111</u>

TO BE SUBMITTED WITH PROPOSAL

**SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS
OVER \$25,000 49 CFR PART 29**

The bidder/offerer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offerer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

 Signature	Alan Varela, President (Name and Title of Signer) 5/28/09 Date
Company Name <u>Proven Management, Inc.</u>	
Business Address <u>712 Sansome Street, San Francisco, CA 94111</u>	

TO BE SUBMITTED WITH PROPOSAL

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

GENERAL

BIDDER'S NAME: Proven Management, Inc.

ADDRESS: 712 Sansome Street, San Francisco, CA 94111

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NO.: 94-3235783

NONSEGREGATED FACILITIES

**NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS
(60-1.8)**

- (1) A Certification of Non-segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
- (2) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

- (1) A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
- (2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

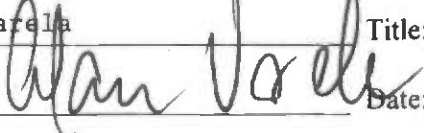
The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Name: Alan Varela Title: President
Signature:  Date: 5/28/09

NOTE: The penalty for making false statements in offers prescribed in 18 U.S.C. 1001.

**TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS,
CONTRACTS, AND SUBCONTRACTS**

The contractor or subcontractor, by submission of an offer and/or execution of contract, certifies that it:

a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or a national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agree that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts.

The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

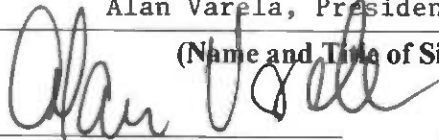
This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Alan Varela, President

(Name and Title of Signer)



5/28/09

Signature

Date

Company Name: Proven Management, Inc.

Business Address: 712 Sansome Street

San Francisco, CA 94111-1704

BUY AMERICA - STEEL AND MANUFACTURED PRODUCTS
FOR CONSTRUCTION CONTRACTS

The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, and defined in paragraph a below.

a. The following terms apply to this clause:

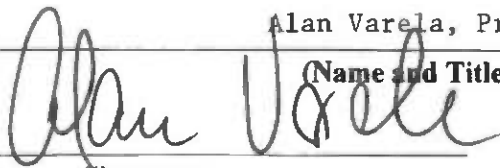
(1) Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

(2) Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

(3) Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

Alan Varela, President

(Name and Title of Signer)



Signature

5/28/09

Date

Company Name: Proven Management, Inc.

Business Address: 712 Sansome Street

San Francisco, CA 94111



In listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

A handwritten signature in cursive script that reads "Alan Varela".

Alan Varela, President

5/28/09